UNITED
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Economic and Social Council

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E/ICEF/1990/L.15
11 April 1990

ORIGINAL: ENGLISH

UNITED NATIONS CHILDREN'S FUND
Executive Board
1990 session

FOR ACTION

EXECUTIVE BOARD PROCEDURES, DOCUMENTATION AND DECISION-MAKING PROCESS

1. In response to Executive Board decision 1989/3, the Bureau has met several times, consulted widely with Board members and organized an open-ended working group which met formally on 14 February 1990 to consider means of streamlining the procedures, documentation and decision-making process of the Executive Board.

2. On the basis of these consultations, the Bureau formulated a number of recommendations as contained in the following draft proposal by the Chairman.

DRAFT PROPOSAL BY THE CHAIRMAN

The Executive Board,

Recalling its decision 1989/3 by which it resolved that the Executive Board Bureau should continue to update the rules of procedure and to examine matters related to the organization of work of the Executive Board,

Bearing in mind views expressed by Member States during consultations by the Bureau, in the context of an open-ended working group,

Further recalling its previous decisions, in particular 1989/1, on the future work and procedures of the Executive Board,

Decides further to improve and streamline its procedures as follows:

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1. Schedule of meetings

Mindful that the regular sessions of the Executive Board should not exceed two weeks, i.e. normally ten working days, while the total number of meetings of the Plenary and the two committees, including drafting sessions, may exceed the twenty morning and afternoon sessions that can be accommodated within this time-frame, the following guidelines should apply for parallel sessions and/or night sessions:

(a) Plenary sessions of the Executive Board should not be scheduled in parallel with either the Programme Committee or the Committee on Administration and Finance;

(b) The Programme Committee and the Committee on Administration and Finance should not meet in parallel;

(c) To accommodate a sufficient number of drafting sessions to allow for full discussion of all draft proposals that do not enjoy consensus and at the same time and to the extent possible to avoid night meetings, drafting sessions should be scheduled, as appropriate, in parallel with meetings of the committees;

(d) The Bureau should, at the beginning of each regular session of the Executive Board, propose a schedule for drafting sessions;

(e) In order to ensure that draft decisions are available in all working languages in time for adoption by the relevant Committee and/or by the plenary, drafting sessions should not be scheduled on the penultimate evening of the Board.

2. Submission of draft proposals

(a) The Chairman of the Board and/or the chairmen of the committees shall announce deadlines for submission of draft proposals to ensure sufficient time for translation and negotiations, bearing in mind the twenty-four-hour rule stipulated in paragraph 2 (d) of decision 1989/1;

(b) The deadlines for submission of draft proposals under each agenda item should be announced during the two first days of each regular session of the Executive Board in order to enable delegations to prepare draft proposals in a timely manner;

(c) To the extent possible, deadlines for draft proposals should be set in connection with the discussion of the relevant agenda item and not later than two days before the end of the session;

(d) The Chairman of the Board and/or the chairmen of the committees will send proposals that do not enjoy consensus, and therefore require more thorough examination, to open-ended drafting sessions.

3. Documentation

(a) In accordance with Economic and Social Council resolution 1988/77, the secretariat shall preface every document submitted to the Board with an executive summary in which the conclusions and recommendations, if any, are summarized;

(b) Where a document submitted to the Board has budgetary implications, these shall be presented to the Board meeting during which the document is to be considered, it being understood that in non-budget years this information may be indicative rather than detailed, and may be subject to revision in light of subsequent budget preparation;

(c) The secretariat shall provide the Board, on an annual basis, with regional progress reports of no longer than six pages, in which the major new trends and developments of the past year in the region are reported and analysed;

(d) In preparing country programme recommendations, the secretariat shall cluster, as appropriate, stand-alone notings according to regions or the main themes of these proposals.

4. Organizational session

(a) The Executive Board will meet every year in January for a two-day organizational session that will replace the informal pre-Board meeting;

(b) During this organizational session, the Executive Board will decide on the draft agenda and on the organization of work, and examine the status of documentation for the regular session of the Executive Board as well as address other organizational or procedural matters as it deems fit.

5. Biennialization

(a) The Executive Board will, as appropriate, further pursue the biennialization of its work programme in order to rationalize its proceedings and to enable it to deal with issues in a more in-depth manner;

(b) To that end the Executive Board decides, as first step, to consider the following agenda items (as well as the relevant documentation) on a biennial basis: the medium-term plan; women in development; the use of global funds; emergencies (including the emergency reserve fund); and the International Child Development Centre. The report on the International Child Development Centre will be biennial from 1991 (i.e., the subsequent agenda discussion will be in 1993). The other subjects listed above will, after 1990, be dealt with in 1992.

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UNITED NATIONS CHILDREN'S FUND
Executive Board
1990 session

FOR ACTION

EXECUTIVE BOARD PROCEDURES, DOCUMENTATION AND DECISION-MAKING PROCESS

Corrigendum

Page 2, item 1, "Schedule of meetings", subparagraph (c), line 3

For should read could

Page 3, item 4, "Organizational session", subparagraph (a)

Subparagraph (a) should read

(a) The Executive Board will meet every year in January for an organizational session of up to two days that will replace the informal pre-Board meeting;

Page 3, item 5, "Biennialization", subparagraph (b)

Line 3

After the medium-term plan insert , except for the financial plan and the related recommendation;

Line 4

Delete emergencies (including the emergency reserve fund);

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Executive Board
1990 session

FOR ACTION

RECOMMENDATION FOR A REVISED MODEL BASIC CO-OPERATION AGREEMENT BETWEEN UNICEF AND GOVERNMENTS

The Executive Director recommends that the Executive Board review and adopt the text of the model Basic Co-operation Agreement (attached as an annex), and that the Executive Board authorize the secretariat to use this model Agreement as the basis for negotiating all new Agreements with co-operating Governments and for renegotiating all existing Agreements.

INTRODUCTION

1. The Executive Director is submitting the attached model Basic Co-operation Agreement for approval by the Executive Board and recommends that the Executive Board authorize UNICEF to use this revised Agreement as the basis for establishing programmes of co-operation. This Agreement is proposed to replace the existing basic agreements between UNICEF and the Governments with which it co-operates in programmes within its mandate.

I. BASIC AGREEMENT

2. At present, UNICEF co-operation with Governments is based on a model Agreement that was prepared in the early 1950s and revised minimally in subsequent years, most recently in 1972. However, this model is neither adequate for the evolving nature of UNICEF co-operation nor does it reflect the organization's expanded mandate approved by the General Assembly in resolutions 417 (V) of 1 December 1950 and 802 (VIII) of 6 October 1953, nor subsequent Board decisions. Furthermore, the application of the UNICEF Financial Regulations and Rules has changed some aspects of UNICEF programming and the way in which the organization accounts for its income and expenditures. These changes need to be reflected in the Agreements with Governments.

Revised model text

3. The revised model Agreement takes account of the expanded mandate of UNICEF, the programming changes introduced by the Financial Regulations and Rules and the accounting procedures for UNICEF income and expenditures. The Agreement also defines, more precisely, the terms and conditions for co-operation between host Governments and UNICEF; it establishes the reciprocal commitments of UNICEF and the Government; and it outlines the administrative and technical arrangements for implementing UNICEF-supported programmes.

UNICEF offices

4. In preparing the new model Agreement, some of the difficulties experienced in applying existing Agreements have been taken into account. For example, UNICEF now uses several different agreements, depending on whether the UNICEF entity has the status of a country office, an area office or a regional office. In some countries, separate agreements are required for establishing a sub-office outside the capital city. The proposed model Agreement is sufficiently comprehensive to be applicable in all of the above-mentioned situations and it is intended to be signed by all Governments co-operating with UNICEF, whether or not UNICEF has established an office in the country. Once in force, the Agreement would allow UNICEF to administer its co-operation with a specific Government from an office established elsewhere and to strengthen or modify such administrative arrangements, e.g. to establish a country office and sub-offices as may be required by the size of the programmes of co-operation.

Basic Co-operation Agreement

5. The proposed model Agreement also takes into account UNICEF operational needs as they have evolved over the years and the terminology used in the Agreement has been updated to reflect the terminology used in programme delivery. Thus, the term "Basic Agreement", which was used to describe previous Agreements, has now been replaced by the term "Basic Co-operation Agreement", which more accurately reflects the relationship between UNICEF and Governments, whereby programme activities are designed and implemented with the full participation of the Government concerned.

Privileges and immunities

6. Another important change is contained in the provisions relating to the privileges and immunities granted to UNICEF by Governments. Earlier Agreements referred to the application of the General Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly as resolution 22 A (I) on 13 February 1946. However, experience has shown that when issues arise on the nature and extent of the privileges and immunities to be extended to UNICEF and its staff, the existing Agreements, with only a passing reference to the above-mentioned Convention, do not help to resolve such questions, especially if the Government concerned is not a party to the above-mentioned Convention. While the proposed model Agreement uses this Convention as its basic reference, the new Agreement explicitly defines the privileges and facilities which UNICEF considers essential for establishing operations in a country.

Settlement of disputes

7. The proposed Agreement also introduces a new procedure for resolving disputes with Governments which may arise in the interpretation or application of the Basic Co-operation Agreement. It is envisaged that disputes will be resolved through negotiations and conciliation and that arbitration will be only a last resort. The new model Agreement also introduces a mechanism for the formal confirmation of the Agreement, following its signature, in accordance with the mechanism proposed in the Vienna Convention on the Law of Treaties between States and International Organizations or between International Organizations, adopted on 20 March 1986 (A/CONF.129/15).

II. CONCLUSION

8. The proposed Agreement has been developed in consultation with the United Nations Office of Legal Affairs, and due account has been taken of similar agreements that have been drafted for other organizations of the United Nations system. During the past 18 months, UNICEF has postponed all negotiations with Governments on Basic Co-operation Agreements, pending the adoption of the revised text. The new Basic Co-operation Agreement is now urgently needed to enable UNICEF to negotiate the legal basis for its activities in countries where no Agreements have been signed.

Annex

MODEL BASIC CO-OPERATION AGREEMENT BETWEEN THE UNITED NATIONS CHILDREN'S FUND AND GOVERNMENTS

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AGREEMENT BETWEEN
THE UNITED NATIONS CHILDREN'S FUND
AND
THE GOVERNMENT OF _____

PREAMBLE

WHEREAS the United Nations Children's Fund (UNICEF) was established by the General Assembly of the United Nations by resolution 57 (I) of 11 December 1946, as an organ of the United Nations, and by this and subsequent resolutions, was charged with the responsibility of meeting, through the provision of supplies, training and advice, the emergency and long-range needs of children and their continuing needs, and providing services in the fields of maternal and child health, nutrition, water supply, basic education and supporting services for women in developing countries, with a view to strengthening, where appropriate, the child health and child welfare programmes of countries with which UNICEF co-operates, and

WHEREAS UNICEF and the Government of _____ (hereinafter called the Government) wish to establish the terms and conditions under which UNICEF shall, within its mandate, co-operate in programmes in _____,

NOW, THEREFORE, UNICEF and the Government, in a spirit of friendly co-operation, have entered into the present Agreement.

ARTICLE I

Definitions

For the purpose of the present Agreement, the following definitions shall apply:

(a) UNICEF means the United Nations Children's Fund;

(b) Government means the Government of _____;

(c) Host Country or Country means _____;

(d) Parties means UNICEF and the Government;

(e) Convention means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946;

(f) UNICEF office means the organizational unit(s) in the Host Country through which UNICEF co-operates in programmes in the Country and includes the field offices established in the Country;

(g) Head of Office means the UNICEF representative to the Country and includes the UNICEF regional director where applicable;

(h) UNICEF officials means all members of the staff of UNICEF employed under the Staff Regulations and Rules of the United Nations, with the exception of persons who are recruited locally and assigned to hourly rates, as provided in General Assembly resolution 76 (I);

(i) Experts on mission means individuals, other than UNICEF officials, performing missions for UNICEF;

(j) Persons performing services on behalf of UNICEF means corporate or individual contractors, institutions or firms and their employees, with the exception of nationals of the Host Country and of UNICEF officials and experts on mission, retained to execute or to assist in the execution of programmes of co-operation;

(k) UNICEF personnel means UNICEF officials and experts on mission;

(l) Programmes of co-operation means the programmes of the Host Country in which UNICEF co-operates as provided in article III of the present Agreement;

(m) Master plan of operations means the country programme document, agreed to between UNICEF and the Government, containing the programmes of the Host Country in which UNICEF co-operates as provided in article III of the present Agreement;

(n) Greeting Card Operation means the organizational entity established within UNICEF to generate public awareness, support and additional funding for UNICEF mainly through the production and marketing of greeting cards and other products.

ARTICLE II

Scope of the Agreement

1. The present Agreement embodies the basic conditions under which UNICEF shall, within its mandate, co-operate in programmes in the Country.

2. UNICEF co-operation in programmes in the Country shall be provided consistently with the relevant resolutions, decisions, regulations and rules and policies of the competent organs of the United Nations and governing bodies of UNICEF.

ARTICLE III

Programmes of co-operation

1. The programmes of co-operation agreed to between the Government and UNICEF shall be contained in a master plan of operations to be signed by UNICEF, the Government and, as the case may be, other participating institutions.

2. The master plan of operations shall define the particulars of the programmes of co-operation, setting out the objectives of the activities to be carried out, the undertakings of UNICEF, the Government and the participating institutions and the estimated financial resources required to carry out the programme activities.

3. The Government shall permit UNICEF personnel to observe and monitor all the phases of the programmes of co-operation.

4. The Government shall also keep such statistical records concerning the execution of each master plan of operations as the parties shall consider necessary and shall supply any of such records to UNICEF at its request.

5. The terms of the present Agreement shall apply to all aspects of the programmes of co-operation in the Country, as contained in the master plan of operations.

6. The Government shall co-operate with UNICEF and shall provide the means necessary for adequately informing the public about the programme activities covered by the present Agreement.

ARTICLE IV

UNICEF office

1. The Government agrees that UNICEF may establish and maintain a UNICEF office in the Country, as required, to assist in implementing the programmes of co-operation.

2. UNICEF may also establish and maintain a regional/area office in the Country to provide programme support to other countries in the region/area.

3. In the event that UNICEF does not maintain a UNICEF office in the Country, it may provide the programme support agreed to between UNICEF and the Government under the present Agreement through a UNICEF regional/area office established in another country.

ARTICLE V

Personnel

1. UNICEF may assign to the UNICEF office in the Country such UNICEF personnel or other personnel as are deemed necessary by UNICEF to administer and provide support to the programmes of co-operation.

2. UNICEF may designate UNICEF personnel to visit the Country for purposes of consulting and co-operating with the corresponding officials of the Government in connection with:

(a) The review, preparation, monitoring and evaluation of the programmes of co-operation;

(b) The shipment, receipt, distribution or use of the supplies and equipment furnished by UNICEF;

(c) Advising the Government regarding the progress of the programmes of co-operation;

(d) Any other matters relating to the application of the present Agreement.

3. UNICEF shall, from time to time, notify the Government of the names of UNICEF officials, experts on mission and persons performing services on behalf of UNICEF assigned to the UNICEF office and of the changes in the status of such persons.

ARTICLE VI

Government contribution

1. The Government undertakes to provide to UNICEF, as required:

(a) Appropriate office premises for the UNICEF office;

(b) Postage and telecommunications for official purposes;

(c) Transportation for UNICEF personnel, or fuel for official vehicles used by them, in the performance of their official functions within the Country;

(d) Government accommodation, where available, to UNICEF personnel while in official travel status within the Country.

2. The Government shall also provide funds, up to mutually agreed amounts, to cover the costs of certain local services as the Parties shall agree, including, but not limited to, equipment, fixtures and maintenance for the office premises.

3. The Government shall also assist UNICEF:

(a) In the location of suitable housing accommodation for internationally recruited UNICEF personnel;

(b) In the installation and supply at preferential rates of utility services.

4. In the event that UNICEF does not maintain a UNICEF office in the Country, the Government agrees to contribute towards the expenses incurred by UNICEF in maintaining a UNICEF regional/area office elsewhere, from which support is provided to the programmes of co-operation in the Country, up to a mutually agreed amount.

ARTICLE VII

Supplies, equipment and other assistance

1. UNICEF contribution to programmes of co-operation may be in the form of financial and other assistance. Supplies, equipment and other materials furnished by UNICEF for the programmes of co-operation under the present Agreement shall be transferred to the Government upon arrival in the Country, unless otherwise provided in the master plan of operations.

2. UNICEF may place on the supplies, equipment and other materials it furnished such markings as are deemed necessary to identify them as being provided by UNICEF.

3. The Government shall be responsible for, and shall meet the costs associated with the clearance, receipt, unloading, storage, insurance, transport and distribution of the supplies, equipment and other materials provided by UNICEF under the present Agreement, after their arrival in the Country.

4. The Government shall exert its best efforts, and take the necessary steps and measures, to ensure that the supplies, equipment, financial and other assistance provided by UNICEF under the present Agreement are utilized in conformity with the purposes stated in the master plan of operations and are employed in an equitable and efficient manner without any discrimination based on sex, race, creed, nationality or political opinion. No payment shall be required of any recipient of supplies, equipment and other materials furnished by UNICEF unless, and only to such extent as, provided in the relevant master plan of operations.

5. No taxes including value added tax (VAT), fees, tolls or duties shall be levied on the supplies, equipment and other materials furnished by UNICEF for the programmes of co-operation.

6. The Government shall, upon request by UNICEF, return to UNICEF any funds, supplies and equipment, provided to the Government by UNICEF, that have not been used in the programmes of co-operation.

7. The Government shall maintain proper accounts, records and documentation, in respect of the funds received from UNICEF and disbursed by the Government, in such form as is necessary to permit adequate review of the use made of such funds. The form and content of the accounts, records and documentation required shall be as agreed upon by the Parties. Authorized officials of UNICEF shall have access to relevant documents concerning expenditures against funds provided by UNICEF.

8. The Government shall, as soon as possible, but in any event within sixty (60) days after the end of each of the UNICEF financial years, submit to UNICEF progress reports on the programmes of co-operation and certified financial statements, audited in accordance with existing government rules and procedures.

ARTICLE VIII

Intellectual property rights

1. Ownership of patent rights and rights on any discoveries or inventions, as well as copyrights and other similar rights on works (including documents, plans, reports, etc.) resulting from the programme activities in which UNICEF co-operates under the present Agreement, shall be vested in UNICEF. The Government shall inform UNICEF promptly of any particular right or rights on any discovery or invention or works which, to its knowledge, have resulted from the implementation of programme activities in which UNICEF co-operates, and shall assist UNICEF in securing the protection of such rights, through registration or otherwise, in accordance with applicable law.

2. Except as otherwise agreed by the Parties in each case, the Government shall be entitled to use or exploit and to obtain any necessary licenses, free of any royalty or charge of a similar nature for the use or exploitation of the rights herein provided.

ARTICLE IX

Privileges and immunities

1. The Government shall extend to UNICEF, its property, funds and assets, and to its officials and experts on mission, the privileges and immunities set out in the Convention.

2. Without prejudice to the provisions of paragraph 1 of the present article, the Government shall in particular extend to UNICEF and its personnel the privileges, immunities, rights and facilities provided in articles X to XVII hereunder.

ARTICLE X

UNICEF office, property, funds and assets

1. The premises of the UNICEF office shall be inviolable. The appropriate government authorities shall exercise due diligence to ensure the security and protection of the premises of the UNICEF office.

2. Without being restricted by financial controls, regulations or moratoria of any kind, UNICEF may freely:

(a) Bring into the Country from any other country and acquire from authorized banking and financial institutions, funds, securities, currencies of any kind and negotiable instruments;

(b) Accept funds, securities, currencies of any kind and negotiable instruments conveyed to UNICEF through bequests, or obtained from UNICEF activities in the Country;

(c) Hold and use funds, securities, currencies of any kind and negotiable instruments for its programmes in the Country, maintain and operate accounts in any currency, and convert any currencies held by it into any other currency;

(d) Transfer its funds, securities, currencies of any kind and negotiable instruments from the Country to any other country or within the Country, to individuals, firms, institutions or agencies, including any organization or agency of the United Nations system.

3. The rate of exchange available to UNICEF for the financial activities envisaged above shall be the most favourable, legally available rate of exchange.

4. In exercising the rights accorded to it under paragraph 2 of the present article, UNICEF shall pay due regard to any representation made to it by the Government and shall endeavour to give effect thereto, so far as this is possible without detriment to its own interests.

ARTICLE XI

Facilities in respect of communications

1. UNICEF shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any other Government, including its diplomatic missions, or to other intergovernmental organizations in matters of establishment and operation, priorities, tariffs, charges on mail, cablegrams, teleprinters, telephone and other communications, as well as rates for information to the press and radio.

2. No official correspondence or other communication of UNICEF shall be subjected to censorship. Such immunity shall extend to printed matter, photographic and electronic data communications and other forms of communications to be added by joint agreement. UNICEF shall be entitled to use codes and to dispatch and receive correspondence either by courier or in sealed pouches, all of which shall be inviolable and not subject to censorship.

3. UNICEF shall be entitled, in establishment and operation of its official communications, to the benefits of the International Telecommunication Convention (Nairobi, 1982) and the regulations annexed thereto.

ARTICLE XII

Facilities in respect of means of transportation

The Government shall grant UNICEF necessary permits or licenses for, and shall not impose undue restrictions on, the acquisition or use and maintenance by UNICEF of civil aeroplanes and other crafts required for programme activities under the present Agreement.

ARTICLE XIII

UNICEF personnel

Officials

1. UNICEF officials while in the Country, other than nationals of the Host Country employed locally, shall enjoy the following privileges and immunities:

(a) Immunity from legal process of any kind in respect of words spoken or written or in respect of any act performed in an official capacity. Such immunity will continue even after termination of employment with UNICEF;

(b) The same protection and repatriation facilities with respect to themselves, their spouses and other dependants as are accorded in time of crisis to diplomatic envoys;

(c) Exemption from taxation in respect of salaries, emoluments and allowances paid by UNICEF;

(d) Prompt clearance and issuance without cost of necessary visas, licenses or permits necessary for the effective exercise of their functions;

(e) Free movement within or to or from the Country, to the extent necessary for the implementation of the programmes of co-operation;

(f) Exemption, with respect to themselves, their spouses, and other dependants from immigration restriction and alien registration;

(g) The issuance of any permits necessary for importation of household and personal effects or other property, materials and supplies intended for their personal use or consumption and authorization to take any of them out of the Country on completion of their assignment;

(h) Immunity from service in the military and any other obligatory service.

2. National Professional officers and General Service staff who are nationals of the Host Country, employed locally, shall be entitled to the rights and facilities in subparagraphs (a), (c), (e) and (h) of paragraph 1 of this article.

Experts on mission

3. Experts on mission shall be granted the privileges and immunities specified in article VI, sections 22 and 23, of the Convention.

ARTICLE XIV

Persons performing services

Persons performing services on behalf of UNICEF, other than nationals of the Host Country employed locally, shall be granted the privileges and immunities specified in article V, section 18, of the Convention. They shall, in particular, be granted the rights and facilities set forth in subparagraphs (c), (d), (e) and (g) of paragraph 1 of article XIII of the present Agreement.

ARTICLE XV

Other personnel

1. All other personnel recruited locally by UNICEF and assigned to hourly rates to perform services for UNICEF shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity.

2. The terms and conditions of employment for personnel recruited locally by UNICEF and assigned to hourly rates shall be in accordance with the relevant United Nations resolutions, decisions, regulations and rules and policies of the competent organs of the United Nations and governing bodies of UNICEF.

ARTICLE XVI

Head of the UNICEF office

The head of the UNICEF office shall enjoy the privileges, immunities and facilities granted to heads of diplomatic missions accredited to the Government. For this purpose his name shall be incorporated into the diplomatic list. The senior officials, as may be agreed between UNICEF and the Government, shall enjoy the same privileges and immunities accorded by the Government to the members of diplomatic missions of comparable ranks.

ARTICLE XVII

Greeting cards and other UNICEF products

Any materials imported or exported by UNICEF or by national bodies duly authorized by UNICEF to act on its behalf, in connection with the established purposes and objectives of the UNICEF Greeting Card Operation, shall be exempt from all customs duties, prohibitions and restrictions, and the sale of such materials for the benefit of UNICEF shall be exempt from all national or other local taxes.

ARTICLE XVIII

Waiver of privileges and immunities

The privileges and immunities accorded under the present Agreement are granted in the interest of the United Nations, including UNICEF, and not for the personal benefit of the persons concerned. The Secretary-General of the United Nations has the right and the duty to waive the immunity of any individual in any case where, in his opinion, such immunity impedes the course of justice and can be waived without prejudice to the interests of the United Nations and UNICEF.

ARTICLE XIX

Claims against UNICEF

1. UNICEF co-operation in programmes under the present Agreement is provided for the benefit of the Government and people of the Host Country and, therefore, the Government shall bear all the risks of the operations under the present Agreement.

2. The Government shall, in particular, be responsible for dealing with all claims, arising from or directly attributable to the operations under the present Agreement, which may be brought by third parties against UNICEF, UNICEF officials, experts on mission and persons performing services on behalf of UNICEF and shall, in respect of such claims, indemnify and hold them harmless, except where the Government and UNICEF agree that the particular claim or liability was caused by gross negligence or willful misconduct.

ARTICLE XX

Settlement of disputes

1. Any relevant matter for which no provision is made in the present Agreement and any issue, controversy or dispute between UNICEF and the Government arising out of or relating to the interpretation or application of the present Agreement shall be settled amicably by negotiations between the Parties or through conciliation and, failing settlement by either or both of these means, by arbitration.

2. If the Parties agree to settlement by conciliation, either Party shall have the right to request the appointment of a conciliator by the President of the International Court of Justice. The procedure for the conciliation proceedings shall be fixed, in consultations with the Parties, by the conciliator. The recommendation of the conciliator shall contain a statement of the reasons on which it is based. The Parties shall give due consideration to the recommendation of the conciliator.

3. In the event that the Parties fail to settle their dispute by negotiation, or through conciliation, or both, the aggrieved Party may request the appointment of an arbitrator by the President of the International Court of Justice. The

procedure for the arbitration proceedings shall be fixed, in consultation with the Parties, by the arbitrator. The decision of the arbitrator shall contain a statement of the reasons on which it is based. The Parties shall be bound by such decision and the award of the arbitrator made in accordance with the present Agreement.

4. The expenses of the conciliation or arbitration shall be borne equally by the Parties.

ARTICLE XXI

Interpretation

1. The present Agreement shall be interpreted and applied liberally in the light of changing circumstances with a view to achieving its primary purpose, which is to enable UNICEF to discharge its responsibilities fully and efficiently and to execute its mandate in the Country.

2. The present Agreement supersedes and replaces all previous Basic Agreements, including addenda thereof, between UNICEF and the Government.

ARTICLE XXII

Amendments

The present Agreement may be modified or amended only by written agreement between the Parties hereto.

ARTICLE XXIII

Termination

The present Agreement shall cease to be in force six months after either of the Parties gives notice in writing to the other of its decision to terminate the Agreement, except that those provisions of the present Agreement which are necessary for the orderly cessation of the activities of UNICEF and the disposal of its property in the Country, and resolution of any disputes between the Parties shall survive its termination.

ARTICLE XXIV

Entry into force

The present Agreement shall enter into force, following signature, on the day after the exchange between the Parties of an instrument of ratification or acceptance by the Government, and of an instrument of an act of formal confirmation by UNICEF.

IN WITNESS WHEREOF, the undersigned, being duly appointed representatives of the Government and UNICEF, respectively, have on behalf of the Parties signed the present Agreement, in the _____ language(s). For purposes of interpretation and in case of conflict, the _____ text shall prevail.

Done at _____, this _____day of _____, nineteen hundred ninety.

FOR THE UNITED NATIONS CHILDREN'S FUND:

Name:

Title:

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Signature

FOR THE GOVERNMENT:

Name:

Title:

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Signature

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RUSSIAN AND SPANISH ONLY

UNITED NATIONS CHILDREN'S FUND
Executive Board
1990 session

FOR ACTION

RECOMMENDATION FOR A REVISED MODEL BASIC CO-OPERATION AGREEMENT BETWEEN UNICEF AND GOVERNMENTS

Corrigendum

Page 9, article V, subparagraph 2 (b), lines 1 and 2

For supplies and equipment furnished read supplies, equipment and other materials provided

Page 10, article VII, paragraph 6, line 2

For supplies and equipment, read supplies, equipment and other materials

Page 12, article XI, paragraph 1, lines 4 and 5

For charges on mail, cablegrams, teleprinters, telephone read charges on mail and cablegrams and on teleprinter, facsimile, telephone

Page 13, article XIII, paragraph 2, lines 2 and 3

For facilities in subparagraphs read facilities specified in subparagraphs

Page 14

Article XIV, line 4

For set forth read specified

Article XVII, last line

For or other read and

Page 16, article XXIV, line 3

For an instrument of read an instrument constituting

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FOR INFORMATION

UNICEF ACRONYMS AND FOREIGN TERMS*

I. ACRONYMS

ACWF	All China Women's Federation
AfDB	African Development Bank
AFRO	Regional Office for Africa (WHO)
AGFUND	Arab Gulf Programme for the United Nations Development Organizations
AIDAB	Australian International Development Aid Bureau
AIDS	acquired immunodeficiency syndrome
AMNLAE	Asociación de la Mujer Nicaragüense Luisa Amada Espinoza (Nicaraguan Women's Association)
ANPPCAN	African Network for the Prevention and Protection against Child Abuse and Neglect
ARC	AIDS-related complex
ARI	acute respiratory infections
AsDB	Asian Development Bank
ASEAN	Association of South-East Asian Nations
BAL	basic assistance list
BCG	anti-tuberculosis vaccine (Bacillus Calmette-Guerin, which is never spelt out)
BPRC	Budget Planning and Review Committee
BRAC	Bangladesh Rural Advancement Committee
BREDA	Bureau regional pour l'éducation en Afrique (UNESCO Regional Office for Education in Africa)

* The present document contains a listing in English of acronyms and foreign terms and phrases frequently used in the documentation for the Executive Board. It is issued in English only since the treatment of acronyms and foreign terms and phrases varies in the different languages.

CARE	Cooperative for American Relief Everywhere, Inc.
CARICOM	Caribbean Community
CCAQ	Consultative Committee on Administrative Questions
CCCD	Combating Communicable Childhood Diseases (USAID)
CDCA	Child Development Centre of Africa
CDD	control of diarrhoeal diseases
CEDC	children in especially difficult circumstances
CELADE	Latin American Demographic Centre
CELAM	Latin American Conference of Catholic Bishops
CFNI	Caribbean Food and Nutrition Institute
CHW	community health worker
CIDA	Canadian International Development Agency
CILSS	Permanent Inter-State Committee on Drought Control in the Sahel
CNSP	Cornell Nutrition Surveillance Programme
CONADE	National Development Council (Ecuador)
CONASUPO	National Company for the Procurement of Popular Commodities (Mexico)
CRS	Catholic Relief Services
CSD(R)	child survival and development (revolution)
DAC	Development Assistance Committee
DANIDA	Danish International Development Agency
DCI	Defence for Children International
DOI	Division of Information
DPA	Division of Public Affairs
DPT3	three doses of combined diphtheria/pertussis/tetanus vaccine
DT	combined diphtheria/tetanus vaccine
EAPRO	East Asia and Pakistan Regional Office
ECA	Economic Commission for Africa
ECD	early childhood development
ECE	Economic Commission for Europe
ECLAC	Economic Commission for Latin America and the Caribbean
EDP	electronic data processing
EEC	European Economic Community
ENSPSS	School of Public Health and Social Services (Chad)
EPI	expanded programme on immunization
EPZ	Export Processing Zone (Mauritius)
ESARO	Eastern and Southern Africa Regional Office
ESCAP	Economic and Social Commission for Asia and the Pacific
ESCWA	Economic and Social Commission for Western Asia
FAC	Fonds d'aide et de coopération aux Etats de la communauté (Fund for aid and co-operation to countries of the former French Community in West Africa)
FAI	Fondo di Aiuti Italiani
FAO	Food and Agriculture Organization of the United Nations
FIFA	Federation internacional de futbol
FINNAID	Finnish Agency for International Development
FONAMES	Fonds d'action médico-sanitaire

GCO	Greeting Card Operation
GDP	gross domestic product
GFIW	General Federation of Iraqi Women
GFSS	global field support system
GNP	gross national product
GOPAR	General Association for Palestinian Arab Refugees
GTZ	German Agency for Technical Co-operation
HIV	human immunodeficiency virus
IBFAN	International Baby Food Action Network
IBSP	Integrated Basic Service Programme (Chad)
ICC	International Children's Centre
ICC/IDD	International Consultative Council of Iodine Deficiency Disorders
ICDC	International Child Development Centre
ICDDR	International Centre for Diarrhoeal Disease Research
ICIPE	International Centre for Insect Physiology and Ecology
ICN	International Council of Nurses
ICRC	International Committee of the Red Cross
ICS	Institute of Social Communications (Mozambique)
ICSC	International Civil Service Commission
IDB	Inter-American Development Bank
IDD	iodine deficiency disorders
IDRC	International Development Research Centre
IDWSSD	International Drinking Water Supply and Sanitation Decade
IEC	information, education and communication
IFAD	International Fund for Agricultural Development
IFPPE	interregional fund for programme preparation, promotion and evaluation
IITA	International Institute of Tropical Agriculture
ILO	International Labour Organisation
ILPES	Latin American Institute for Economic and Social Planning
IMF	International Monetary Fund
IMR	infant mortality rate
IMR Reserve Fund	Infant Mortality Reduction Reserve Fund
INCAP	Institute of Nutrition of Central America and Panama
INNFA	National Institute for the Child and Family (Ecuador)
INSTRAW	United Nations International Research and Training Institute for the Advancement of Women
IPA	International Paediatric Association
IPPF	International Planned Parenthood Federation
IPS	Inter-Press Service
IPU	Inter-Parliamentary Union
IRM	Information Resource Management
ISDP	interregional sales development programme (GCO)
IYSH	International Year of Shelter for the Homeless
JCGP	Joint Consultative Group on Policy (UNICEF, UNDP, UNFPA, WFP, IFAD)
JCHP	(UNICEF/WHO) Joint Committee on Health Policy
JIU	Joint Inspection Unit

JNSP	(UNICEF/WHO) joint nutrition support programme
JOICFP	Japanese Organization for International Co-operation in Family Planning
JPO	Junior Professional Officer
KAP	knowledge, attitude and practice
LDC	least developed country
LGA	local government area
LWF	Lutheran World Federation
MCH	maternal and child health
MENA	Middle East and North Africa
MMR	maternal mortality rate
MSG	monosodium glutamate
NGO	non-governmental organization
NHSCP	National Household Survey Capability Programme
NORAD	Norwegian Agency for International Development
OAU	Organization of African Unity
ODA	Overseas Development Administration (United Kingdom)
ODA	official development assistance
OECD	Organisation for Economic Co-operation and Development
OEOA	(United Nations) Office of Emergency Operations for Africa
OMCV	Organizacao das Muheres de Cabo Verde (Organization of Cape Verdean Women) (Cape Verde)
OPV3	three doses of oral polio vaccine
ORS	oral rehydration salts
ORT	oral rehydration therapy
OXFAM	Oxford Famine Relief Campaign
PAHO	Pan American Health Organization
PAPSCA	Programme to Alleviate Poverty and the Social Cost of Adjustment (Uganda)
PEC	Plan Económico para Centroamerica (Plan of Economic Co-operation for Central America)
PFO	Programme Funding Officer
PHC	primary health care
PKK	Pembinaan Kesejaheraan Keluarga (Family Welfare Movement) (Indonesia)
PQAN	Plan quinquenal alimenticio nacional (five-year national nutrition plan) (Nicaragua)
PQDRI	Plan quinquenal de desarrollo rural integral (five-year integrated rural development programme) (Nicaragua)
PREALC	Regional Employment Programme for Latin America and the Caribbean
PREMI	Programme for the Reduction of Infant Mortality (Ecuador)
PRICOR	Primary Health Care Operations Research
PRITECH	Primary Health Care Technology Project (USAID)
PROANDES	Programa de la Region Andina (Programme for the Andean Region)
PRODERE	Programa para los Desplazados y Refugiados (Programme for Displaced Persons and Refugees) (Central America)

PRONASOL	Programa Nacional de Solidaridad (National Solidarity Programme) (Mexico)
PROWESS	Promotion of the Role of Women in Water and Environmental Sanitation Services
ROSCA	Regional Office for South Central Asia
RPMT	Regional Planning and Management Team
RRC	Relief and Rehabilitation Commission (Ethiopia)
SAARC	South Asian Association for Regional Co-operation
SADCC	Southern African Development Co-ordination Conference
SAFLAC	Special Adjustment Facility for Latin America and the Caribbean
SCF	Save the Children Fund
SERVOL	Service Volunteer for All
SID	Society for International Development
SID	State Immunization Days (Nigeria)
SIDA	Swedish International Development Authority
TACRO	The Americas and Caribbean Regional Office
TAD	target arrival date
TBA	traditional birth attendant
TCDC	technical co-operation among developing countries
TEMO	Transport and Equipment Maintenance Organization (Uganda)
TT2	two doses of tetanus toxoid vaccine
UCI	universal child immunization
U5MR	under-five mortality rate
UCBHCA	Uganda Community-Based Health Care Association
UNCDF	United Nations Capital Development Fund
UNCRD	United Nations Centre for Regional Development
UNCTAD	United Nations Conference on Trade and Development
UNDC	United Nations Development Corporation
UNDP	United Nations Development Programme
UNDRO	Office of the United Nations Disaster Relief Co-ordinator
UNDTCD	United Nations Department of Technical Co-operation for Development
UNEP	United Nations Environment Programme
UNEPI	Uganda national expanded programme on immunization
UNESCO	United Nations Educational, Scientific and Cultural Organization
UNET	UNICEF electronic information network
UNFPA	United Nations Population Fund
UNHCR	Office of the United Nations High Commissioner for Refugees
UNIC	United Nations information centre
UNIDO	United Nations Industrial Development Organization
UNIFEM	United Nations Development Fund for Women
UNIPAC	UNICEF Procurement and Assembly Centre at Copenhagen (also known as UNICEF Supply Division Warehouse)
UNITAR	United Nations Institute for Training and Research
UNOCA	United Nations Office of Co-ordination for Afghanistan
UNRRA	United Nations Relief and Rehabilitation Administration
UNRWA	United Nations Relief and Works Agency for Palestine Refugees in the Near East

UNU	United Nations University
UNV	United Nations Volunteer
UPEL	universal primary education and literacy
USAID	United States Agency for International Development
VCR	video cassette recorder
VHW	village health worker
VIP	ventilated improved pit (latrine)
WCARO	West and Central Africa Regional Office
WCEFA	World Conference on Education for All
WFC	World Food Council
WFP	World Food Programme
WHA	World Health Assembly
WHO	World Health Organization

II. FOREIGN TERMS AND PHRASES

awraja	district (Ethiopia)
barangay	small municipality (Philippines)
bidonville	shanty town (French-speaking African countries)
bourgmestre	leader (Rwanda)
centros de desarrollo vecinal	neighbourhood development units (Colombia)
dasa wisma	neighbourhood family welfare system (Indonesia)
daya	traditional birth attendant (Syria)
deslocados	people who abandon their homes (Mozambique)
faffa	wheat powder (Ethiopia)
favela	squatter settlement (Brazil)
gamines	children who have broken family ties and have substituted the street gang for the family (Colombia)
gecekondu	house built overnight (Turkey)
gogos	grandmothers (Swaziland)
Imam	supreme power of the country (Iran)
injera	fermented bread made with a local cereal called teff (Ethiopia)
inkhundla	local administrative unit (Swaziland)
kampung	urban, usually low-income, settlement or village (Indonesia)
katchi abadi	urban squatter settlement (Pakistan)
kebelle	neighbourhood (Ethiopia)
lowveld	lowland (Swaziland)
Maisons de la Femme	women centres (Equatorial Guinea)
makhtab	community centre (Bangladesh)
mohallah	neighbourhood (Pakistan)
moujas	settlements (Bangladesh)
nahias	subdistricts (Iraq)
Nai Roshi schools	non-formal schools (Pakistan)
naissances désirables	planned births (French-speaking African countries)
pagnes	dress material (French-speaking African countries)

panchayat	administrative district (Nepal)
posyandu	integrated service post (Indonesia)
pourshavas	urban areas (Bangladesh)
puskesma	subdistrict community health centre (Indonesia)
radio trottoir	word of mouth (West Africa)
sathin	female companion (India)
Shengo	national parliament (Ethiopia)
teff	local African cereal (Ethiopia)
tuulo	community (Somalia)
upazila	subdistricts (Bangladesh)
vali	Governor (Turkey)
wadi	river valleys (Democratic Yemen)